

AGREEMENT

between

Garner-Hayfield
Community School District

and

Garner-Hayfield
Educational Services
Association/ISEA

for

2006-2007

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ARTICLE 1 - DEFINITIONS

- 1.01 'Employer' or 'Board' means the Board of Education of the Garner-Hayfield Community School District, or its duly authorized representatives.
- 1.02 'Employee' means all employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB) in Case Number 5199.
- 1.03 'Association' means the Garner-Hayfield Educational Services Association/ISEA (GHESA/ISEA) or its duly authorized representatives.
- 1.04 'Supervisor' means those persons employed by the Employer, and excluded from said bargaining unit, who have the authority to hire, assign, transfer, promote, discharge, discipline, evaluate or process grievances of other employees or have the responsibility to make recommendations thereon. (The Director of Transportation, the Director of School Food Services, Director of Building and Grounds, and Principals are Supervisors.) 'Supervisor' also means an Acting Supervisor or other person designated by the Superintendent.
- 1.05 A '12-month Employee' means an employee who is regularly scheduled to work twelve (12) consecutive months.

ARTICLE 2 - LEAVES OF ABSENCE

2.01 Sick Leave

A. Accumulative Benefits

All employees shall be entitled to the following number of sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. As per schedule, unused sick leave days shall accumulate from year to year with a maximum limit of one hundred twenty (120).

1st year of employment -- ten (10) days
2nd year of employment -- eleven (11) days
3rd year of employment -- twelve (12) days
4th year of employment -- thirteen (13) days
5th year of employment -- fourteen (14) days
6th year or subsequent years -- fifteen (15) days

In the event of a question of abuse concerning whether or not a particular employee was, in fact, sick the employer may require a doctor's certificate certifying that the employee was sick on the day claimed and this certificate shall be furnished at the employee's expense.

Each member of the bargaining unit will receive notification at checkout time at the termination of the school year, specifying the number of accumulated sick leave days carried into the school year.

Individuals recalled or reinstated under contract provisions shall have sick leave days reinstated at the same levels as prior to layoff.

B. Special Circumstances

The employer and employee may agree by mutual consent that in the event of a catastrophic illness that the sick leave benefits may be extended by mutual agreement.

C. Sick leave may be used in either full or one-half day increments.

D. Current employees in the bargaining unit shall be credited with all unused sick leave that they now have.

E. Job Related Injury

If an employee is hurt or disabled on the job, the employee shall have an option to choose the worker's compensation payment or receive a supplement from the District to provide a total day's pay with an accompanying deduction of one (1) day's sick leave per each day absent.

2.02 Emergency Leave

Personal emergency leave may be granted under circumstances when needed as determined by the administration. There is no set number of days that may be taken. The leave is dependent upon the need and request of the person needing to take the leave. It is based on approval by the Superintendent or his/her designee prior to the absence. This leave is not deducted from sick leave. The request shall be made in writing and written record will be maintained.

2.03 Jury and Legal

Employees who are called for jury service shall attempt to be excused from said duty. An employee called for jury service will notify the employer within twenty-four (24) hours after notice of call to jury duty and suitable proof of jury service pay must be presented to the employer. The employee will report to work within one (1) hour on any day when he/she is excused from jury duty during regular working hours. Jury pay shall be limited to a period not to exceed ten (10) working days per year, and the employee will receive the difference between his/her pay as a juror and his/her regular rate of pay.

2.04 Bereavement

Up to four (4) working days of leave shall be granted to an employee in the event of death of an employee's spouse, child, or parent.

Up to three (3) working days of leave shall be granted to an employee in the event of death of an employee's grandchild, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, or grandparents.

Up to one (1) working day of leave shall be granted to an employee in the event of death of a close personal friend or other relative not listed above to be granted at the discretion of the employer.

2.05 Other Temporary Leaves of Absence

The employer, upon request, may grant employees temporary leaves of absence without pay. This decision shall be solely the employer's.

The leaves of absence under this Article shall not be charged against accumulated sick leave of employees.

2.06 Job Improvement Training Leave

- A. Each employee covered by this agreement may be granted job improvement leave for the purpose of attending conferences, workshops, seminars, etc. related to their job. The application shall be made to and subject to the approval of the superintendent or his designee at least one week in advance of the proposed leave.

If job improvement leave is approved by the superintendent or his designee, travel, meals, lodging, registration fees, and substitute costs shall be deemed appropriate expenses, all of which shall be paid by the Board.

If attendance at a specific job training program is required by the District, in addition to the expenses paid in 2.06B, the employee shall be paid for actual time in attendance at the employee's hourly rate, such hours to be included in the employee's total hours of the work week.

2.07 Personal Leave

All employees working thirty (30) hours or more per week shall be allowed one (1) personal leave day per year (no reason required to be given) to conduct activities that cannot be conducted outside the normal workday. Except in the case of an emergency situation, application for personal leave shall be made in writing at least three (3) school days prior to the requested leave date and must be submitted to the office of the superintendent or his/her designee. Should a situation occur where it would not be possible to make application for prior approval, the necessity for securing prior approval shall be waived. However, the employee shall be expected to notify the

Superintendent or his/her designee. Personal leave days shall not be recognized as the day immediately preceding or immediately following a legal holiday, or school vacation period, or school recess, or during the first or last week of the school year, or for religious reasons, or vacations. Exceptions to these limitations may be made by the Superintendent. The cost of the substitute shall be paid by the employer. Employees not using their personal leave day will be paid the wage that the substitute would have received had the employee used the day.

2.08 Association Leave

Up to two (2) days shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state and national affiliated organizations. The cost of the substitute will be paid by the employer for the first day and by the Association for the second day.

2.09 Leave for Family Illnesses

In case of illness of an employee's spouse, child, or parent a maximum of six (6) days per year shall be granted. These days will be deducted from the employee's sick leave.

ARTICLE 3 - DUES DEDUCTION

3.01 Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board's Secretary an assignment authorizing payroll deduction of association dues on or before September 5. The form of the assignment shall be as set forth in Schedule A.

3.02 Regular Deduction

Pursuant to a deduction authorization, the Board's Secretary shall deduct one-twelfth (1/12) of total dues from their regular salary check of the employee each month for twelve (12) months, beginning in September and ending in August of each year. Those employees paid on a ten (10) month basis shall have one tenth (1/10) of total dues deducted from their regular salary check for ten (10) months beginning in September and ending in June of each year.

3.03 Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board's Secretary and to the Association's President.

3.04 Termination

Any employee who terminated employment prior to December shall provide verification to the Board's Secretary from the Association's President that dues are paid in full or that satisfactory arrangements have been made.

3.05 Transmission of Dues

The Board's Secretary shall transmit to the Association's Treasurer the total monthly deduction for dues within ten (10) school days following each regular pay period and a listing of the employees for whom deduction was made.

- 3.06 The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the Agreement between the parties for dues deductions.

ARTICLE 4 - HOURS

4.01 Work Week

- A. The week for pay purposes will commence at 12:01 a.m. on Sunday and end at midnight the following Saturday.
- B. The normal work week for most full-time and part-time employees shall be five (5) consecutive days, Monday through Friday.

4.02 Starting and Ending Times

- A. The employer shall provide by August 15 to each continuing employee the projected regular starting and ending times for the following school/contract year. The employer may adjust regular starting and ending times during the school contract year by giving notice to the employee or employees at least ten (10) calendar days prior to implementation except in the case of an emergency.

- B. Food Service Department
Refer to 4.02A for employee starting and ending times. Each full-time employee shall have a paid meal period of thirty (30) minutes. Each food service employee shall have lunch provided at no cost.

- C. Transportation Department
Bus drivers shall not be required to report for their regular route more than 15 minutes before the start of actually driving said route.

- D. Custodian/Maintenance Department
Refer to 4.02A for employee regular school year starting and ending times. This shall include a 30 minute paid lunch period.

Summer hours of work for all custodial/maintenance employees shall be 7:00 a.m. to noon and 1:00 p.m. to 4:00 p.m. This shall include a 60 minute unpaid duty free lunch.

Laundry Personnel: Hours of work shall be agreed upon by the employee and the superintendent or his/her designee.

- E. Aides and Secretarial/Aide Department
Refer to 4.02A for employee starting and ending times. Each employee shall have a 30 minute paid duty free lunch period.

4.03 Break Periods

Employees shall have one (1) fifteen (15) minute break period for each four (4) hours worked. Employees working more than six (6) hours shall have two (2) fifteen (15) minute break periods.

ARTICLE 5- HOLIDAYS/VACATIONS

5.01 Holidays

- A. Twelve (12) month employees shall be paid at their hourly rate for the following holidays: Labor Day, Thanksgiving, Friday Following Thanksgiving, Christmas Eve Day, Christmas Day, one-half day New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, and Independence Day.

Twelve month employees may leave 1 hour early the last work day prior to the Thanksgiving break, the Christmas break, and summer break.

All other employees working 30 hours per week or more shall be paid for the following holidays: Thanksgiving, Christmas and New Year's Day.

5.02 Substitute Holiday

If any holiday should fall on Saturday or Sunday, the preceding Friday, or the following Monday, will be considered such holiday.

5.03 Vacation Pay

Vacation pay will be at the employee's regular hourly rate in effect at the time of the scheduled vacation.

5.04 Eligibility and Allowance

For a twelve (12) month employee, the following schedule will apply:

- A. As used in this agreement, vacation year means the fiscal year July 1 to June 30.
B. The service requirements for vacation with pay to be figured as of the employee's anniversary date:

LESS THAN 1 YEAR	3 DAYS
1 - 9 YEARS	2 WEEKS
10 - 24 YEARS	3 WEEKS
25 YEARS OR MORE	4 WEEKS

Such years of employment must be continuous.

5.05 Holiday During Vacation

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one additional workday. An employee eligible for holiday pay, except for the vacation, will be paid the holiday as provided in this agreement.

5.06 Vacation Rights in Case of Lay-offs or Terminations

An employee who quits or is laid off, discharged, retired or terminated from the service of the employer for any reason, prior to taking such employee's vacation, will be compensated for the unused vacation such employee has accumulated at the employee's hourly rate of pay. In the event of the death of an employee, such accumulated vacation pay will be paid to the employee's written designated beneficiary and if no such designation has been made, then to the employee's estate.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of the Agreement.
- 6.02 Every employee covered by this Agreement and the Association shall have the right to present grievances in accordance with these procedures.
- 6.03 The failure of an employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and the employer's failure to render a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- 6.04 It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or the Association shall be conducted so as to result in minimal interference with or interruption of the work activities of the grieving employee.
- 6.05 The grievant or Association's duly authorized representative may be present at any grievance meeting or hearing. The employee or employer may have a representative present to represent them at any step of the grievance procedure.
- 6.06 A. First Step:
An attempt shall be made to resolve any grievance in informal, verbal discussion between the complainant and his/her supervisor.
- B. Second Step:
— If the grievance cannot be resolved informally, the grievant shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the supervisor. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) school days from the date of the occurrence of the event giving rise to the grievance. The supervisor shall make a decision on the grievance and communicate it in writing to the grievant and the Superintendent within ten (10) school days after receipt of the grievance.
- C. Third Step:
In the event a grievance has not been satisfactorily resolved at the second step, the grievant or the Association shall file, within ten (10) school days of the supervisor's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the grievant and Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) school days of the third-step grievance meeting and communicate it in writing to the employee, the employee's supervisor and the duly authorized representative of the Association.
- D. Fourth Step:
If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial binding arbitration. The Association may submit, in writing, a notice on behalf of the Association and the grievant to the Superintendent within thirty (30) days from receipt of the Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) school days after said notice is given.
- If the two parties fail to reach agreement on an arbitrator within ten (10) school days, the PERB will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties.

Expenses for the arbitrator's services shall be divided equally between the School District and the Association.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School District and the Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

- 6.04 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. Schedule C of this Agreement shall be used to file and record grievances.

ARTICLE 7 - EVALUATIONS

7.01 Procedure

Employees shall be notified by September 15 of each year as to who will be their evaluator.

- 7.02 An employee beginning a new job will be evaluated after thirty (30) days of work. All employees shall be evaluated at least once a year. A copy of the evaluation will be given to the employee within one week of completion.

- 7.03 Evaluations will be based upon matters set forth in Schedule B.

7.04 Right To Grieve

All employee evaluations are to be fair and accurate. Any employee who has been evaluated has the right to grieve said evaluations as unfair, unjust, or inaccurate through the grievance procedure set forth in this Agreement if the evaluation is less than satisfactory or if the same negative area is cited in two consecutive evaluations.

7.05 Personnel File

Employees shall have the right to review the contents of their personnel file. Should an employee have closed college credentials within the file, such credentials only shall not be open to review.

A copy of all evaluations and any complaint placed in an employee's personnel file shall be given to the employee immediately.

7.06 Other Evaluation

Any evaluation, including but not limited to, any appraisal or assessment, concerning the competence, performance or conduct of an employee that forms, or is intended to form, the basis, in whole or in part, for any adverse personnel action against an employee shall be reduced to writing, summarize the facts and conclusions pertaining to the competency, performance and conduct in question, and be immediately provided to the affected employee. Any employee has the right to grieve any such evaluation, appraisal or assessment as unfair, unjust or inaccurate through the grievance procedure of this contract.

ARTICLE 8 - SENIORITY

8.01 Definition

Seniority means that employee's length of continuous service with the Employer. Seniority shall be departmental according to last date of hire. Seniority shall be accrued in the following department job classifications: Custodian/Maintenance Department, Food Service Department, Transportation Department, Aides Department, and Laundry Personnel.

8.02 Seniority List

Upon written request, the Employer shall furnish the Association a seniority list.

8.03 Tie Breaker

Ties in seniority will be broken by using the last four (4) digits of said employees' social security numbers. The higher number will provide the greater seniority.

ARTICLE 9 - LAYOFFS

9.01 Procedure

- A. In the event of layoff, the employer shall first utilize attrition.
- B. The employer will next layoff the least senior employee in the department.
- C. The employer cannot reduce the number of hours worked by any employee in place of Section 9.01 B.
- D. Employees shall be notified thirty (30) days in advance of a layoff.
- E. A written layoff notice shall be given to effected employees.

9.02 Recall

- A. Employee(s) on recall shall be recalled to any vacancy that occurs within the department from the time of layoff through September 1 of the following year.
- B. Employee(s) on recall shall be notified in writing of recall.
- C. Employee(s) may refuse the recall notice if the vacancy is a job with a lower rate of pay and benefit level, or is not equivalent to the number of hours worked at the time of layoff.

9.03 Exception

An employee specifically hired to work with an individual special education student may have hours modified based on the needs of the individual special education student. Should the services of the employee no longer be required, based on student needs, the employer shall notify the employee and shall place the employee on recall without having to implement the procedure in Section 9.01 of this Article.

ARTICLE 10 - VACANCIES & POSTINGS

10.01 Definition of Vacancy

A vacancy occurs when there is an opening in any job which is expected to last for more than thirty (30) work days. A vacancy shall be described in terms of department, job duties, and the hours of work.

10.02 Filling a Vacancy

- A. If there is any employee(s) on layoff within the affected department, the vacancy shall be filled by a recall notice to the most senior employee on recall.
- B. If no employee is on recall, the vacancy shall be posted for five (5) work days. The posting shall include department, location, rate of pay, and job duties.

10.03 Bidding Procedure

- A. Any bargaining unit member may apply for any job posted vacancy.
- B. Posted jobs shall be awarded on the basis of seniority from among employees within the department when possible. However, if the position requires special unique skills the employer shall have the ability to award the position on the basis of qualifications from the entire applicant pool if the situation warrants it. Employees shall be notified of the bidding results within three (3) work days after filling the vacancy.
- C. Employees awarded posted jobs shall be given five (5) work days of job orientation and there after shall have ten (10) work days to demonstrate minimal levels of acceptable performance.

If the employee does not perform at this level, the job shall be re-posted and the employee shall be returned to his last job.

- D. Nothing in subsection B shall require the employer to award a position if it would require the employer to pay additional overtime on a regular basis.

10.03.1 Food Service Department Bidding Rights

In the food service department, experience in the breakfast program shall be required to maintain bidding rights for movement to a full-time position in food service. If no one with experience in the breakfast program bids on the full-time job, it shall then be opened to all other part-time food service employees.

ARTICLE 11 - INSURANCE

11.01 Types

The Board agrees to provide the following fully paid insurance protections:

A. Health, Major Medical and DXL:

1. Each 12-month employee shall be provided insurance coverage which is equal to or exceeds the coverage presently in force, underwritten by a carrier approved by the Board. For each 12-month and month employee the Board shall pay the entire single-rate cost of coverage for each employee and 75 per cent of the family premium. In no event shall the Board's contribution exceed the actual premium.
2. Other employees who wish to carry this coverage may do so by meeting the requirements of the insurer.

B. Disability:

The Board shall provide all custodians and aides who work 30 hours or more with a long term disability plan that will pay 60% of an employee's monthly gross, starting 60 calendar days following the identification of the disability. The coverage shall extend to age 65. The Board shall pay 100% of each employee's single benefit.

C. Dental Insurance:

The employer shall provide all 12-month employees with dental insurance coverage which is equal to or exceeds the coverage presently in force and will pay the single premium. If employees elect to have the family coverage, they will pay the difference between the family premium and the single premium.

D. School Liability:

All employees shall be covered by a school-financed liability insurance covering job related performance of duties.

11.02 Coverage

- A. The Board-provided insurance programs shall be for twelve (12) consecutive months. Employees new to the district shall be covered by Board-provided insurance 11.01(A), 11.01(B), and 11.01(C) no later than one (1) month after commencement of employment duties. 11.01(D) is effective immediately upon performance of duties.
- B. In the event group-coverage under any part of this article is unavailable for employees due to age limitations imposed by the carrier, the Board shall not be held responsible for providing such coverage except that the Board agrees to pay the monthly "carve out" fee for those employees covered by Medicare.

11.03 Descriptions

The Board shall provide each new employee a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year or date of employment, which shall include a clear description of conditions and limits of coverage as provided above. The Board will be responsible for providing insurance information in the form of applications and enrollment meetings.

11.04 Continuation

- A. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above-mentioned benefits shall continue throughout the balance of the school year.
- B. Employees on paid leave shall continue to have Board contributions made according to the level described above.
- C. Employees on paid or non-paid FMLA leave shall continue to have the Board contributions made according to the levels described above.
- D. Employees on nonpaid leave (other than FMLA leave) for one (1) month or longer shall have the option to continue any or all of the Board paid programs by paying the premiums themselves to the Board on or before the billing date.
- E. Employees and their spouse and dependents who have group insurance coverage through the school district shall, upon retirement, be allowed to continue coverage of the school district's group health insurance program at their own expense.

11.05 Flexible Benefits Program

- A. Eligibility:

All employees covered by this contract are eligible to participate in the Flexible Benefits Program.
- B. The Flexible Benefit Program will begin on July 1 of each year and end June 30. The first contribution to the program will be the July pay period.
- C. Employees may choose to participate or not to participate in the program each year or change the level of participation each year according to the Flexible Benefits Program procedures.
- D. No provisions of this contract shall violate State or Federal laws regarding Flexible Benefit Programs.

ARTICLE 12 - HEALTH & SAFETY

12.01 Procedure

- A. Employees shall notify their immediate supervisor in writing of any alleged unsafe conditions within a department.
- B. The employer will ensure insofar as possible, safe working conditions for its employees pursuant to applicable law. In case of a bomb threat, no employee shall be requested or required to make a search for it.

12.02 Equipment

The District shall provide all safety equipment required by law.

12.03 Physicals

Each employee shall show evidence of physical fitness when employed by the District as required by law. Any required physical shall be paid by the employee with the District contributing forty dollars (\$40.00) toward the cost.

DOT required physicals will be reimbursed at an amount not to exceed \$80. These physicals are mandated every other year.

ARTICLE 13 - WAGES

13.01 Wages

The wages of each employee shall be established in accordance with the following:

- A. Custodian and Maintenance Personnel
Custodians contracts call for 260 work days per year. Custodians work 8 hours per day. Time and a half is paid for hours in excess of 40 per week. Custodian wages are listed in Schedule D which is a part of this agreement. As long as a custodian is a night custodian he/she shall be paid an additional 2.5 percent of their hourly wage for each night hour worked.
- B. Transportation Staff
Route Driver wages are listed in Schedule D which is a part of this agreement.

Activity Trips:
 - a. **\$9.49 per hour.** There will be no reimbursement for meals.
 - b. For overnight activity trips drivers shall be paid for all on-duty hours.
 - c. If a driver is informed that a trip has been canceled after the driver arrives at the bus garage, the driver will be paid for one (1) hour.
- C. Other Personnel
Aide, laundry personnel, shuttle driver, and food service personnel wages are listed in Schedule D which is a part of this agreement.

13.02 Starting Rates

A base hourly rate schedule determines the starting wage for all employees based upon their position. This base rate will increase each year by the settled upon percent increase. Current base rates areas follows:

Custodians	\$10.14 day/\$10.38 night
Laundry Personnel	\$8.05
Aides	\$8.05
Food Service	\$8.05
Route Drivers	\$50.14/day
Shuttle Driver	\$8.18

13.03 Method of Payment

A. Pay Periods

All employees shall be paid on the 20th of each month in which they work. Employees shall receive their checks at their regular building. **Employees may receive their allotted money over a 10 or 12 month period. This election must be made by September 1st each year on a form provided by the superintendent's office and cannot be changed during the year.**

B. Exceptions

When a pay date falls on or during a school holiday, vacation, or weekend, pay checks will be issued on the last previous working day.

C. Final Pay

Each non-returning employee shall have the option of receiving all or any part of the employee's earned salary on the pay period following the last day of employment. Notification of the election of this option shall be given in writing to the Secretary of the Board of Education not later than the 5th day of the month in which such election becomes effective.

D. Summer Checks

Summer checks shall be mailed to the address designated by the employee or may be deposited to a designated depository account upon written request of the employee, or held for the employee, at the employee's option.

13.04 Commercial Driver's License

The District shall reimburse all route drivers the difference between a regular driver's license and the commercial driver's license (CDL) when it is required.

ARTICLE 14- OVERTIME

14.01 Rate of Pay

- A. Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions. An employee performing work, with the prior authorization of such employee's supervisor, in excess of forty (40) hours per work week or eight (8) hours per day, will be compensated for such overtime with pay at one and one-half times.

14.02 Distribution

A. Activity Trips

Assignments for activity trips shall be distributed on a rotational basis within the department with the employee possessing the greatest seniority to be offered the first available overtime each school year; then if that employee refuses it shall be offered to the next senior employee. This will continue until an employee accepts the overtime work; when overtime becomes available the next time it shall be offered to the employee immediately less senior than the employee who actually worked the last overtime. The Director of Transportation shall be included in the rotation.

B. Overtime Hours for Custodians

Overtime hours shall be distributed among custodians on a rotational basis within each building with the employee possessing the greatest seniority to be offered the first available overtime each school year; then if that employee refuses, it shall be offered to the next senior employee. This will continue until an employee accepts the overtime work; when overtime becomes available the next time it shall be offered to the employee immediately less senior than the employee who actually worked the last overtime. If no custodian in that building chooses to work, then the extra hours shall be offered on a rotating basis starting with the most senior custodian/maintenance employee from the list. The Director of Buildings and Grounds shall be included in the rotation.

ARTICLE 15 - MAINTENANCE OF STANDARDS

All mandatory subjects of bargaining, as defined by Section 20.9 of the Code of law (1995), not covered by the terms of this Agreement shall be maintained at no less than the standards in effect at the time this Agreement is signed unless negotiated with the Garner-Hayfield Educational Services Association.

ARTICLE 16 - DURATION

This agreement shall be in effect July 1, 2006, and shall continue in effect until June 30, 2007 except for Article 13 - Wages, and Article 11 Insurance which shall be open for the year July 1, 2007- June 30, 2008.

FOR THE ASSOCIATION

Lisa R. Kraus
Its Chief Negotiator

6/12/06
Date

Susan K. Wedel
Its President

6/12/06
Date

FOR THE EMPLOYER

Tyler Williams
Its Chief Negotiator

6/12/06
Date

Mary K. Greiman
Its President

6/12/06
Date

SCHEDULE A

FOR LOCAL DISTRICT BUSINESS OFFICE

I, _____, hereby authorize and request

I am paid in (check one): _____ ten pay periods

_____ twelve pay periods

Dues Monthly deduction: \$ _____

Total deduction for the year: \$ _____

All payments are to be made to the treasurer of the Gamer-Hayfield Educational Services Association.

This authorization and request is to remain in effect as long as I am an employee of this school jurisdiction, or until I cancel it by a 30-day written notice to the Board's Secretary and the Association's President.

(Signature)

(Date)

(School)

SCHEDULE C

GARNER-HAYFIELD COMMUNITY SCHOOLS

GRIEVANCE REPORT

Distribution of Form

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

#

Date Filed

Building

Name of Aggrieved Person

STEP II

A. Date Violation Occurred

B. Section(s) of Contract Violated

C. Statement of Grievance

D. Relief Sought

Signature

Date

E. Disposition by Principal or Immediate Supervisor

Signature

Date

STEP III

- A. _____
Signature of Aggrieved Person Date Received by Superintendent
- B. Disposition by Superintendent or Designee

Signature of Superintendent or Designee

Date

STEP IV

- A. _____
Signature of Aggrieved Person Signature of Association President
- B. _____
Date Submitted to Arbitration Date Received by Arbitrator
- C. Disposition and Award of Arbitrator

Signature of Arbitrator

Date of Decision

Schedule D

Employee Name Hourly Wage

AIDES

Barbara Eenhuis	\$15.34
Lisa Kraus	\$11.80
Jean Young	\$11.74
Suzan Nedved	\$11.74
Karen Saeugling	\$11.68
Heather Baumgard	\$13.21
Connie Schleusner	\$9.28
Maxine Kalkwarf	\$8.66
Kathy Fell	\$8.66
Bobbie Gifford	\$8.66
Cheryl Malek	\$8.66

COOKS

Marie Waddingham	\$11.59
Jean Young	\$10.53
Jane Suby	\$11.47
Deb Quintus	\$10.53
Marlene Lallak	\$11.42
Judy Winter	\$9.14
Teresa Snyder	\$8.75
Kelly Wunsch	\$8.75
Ruth Meyering	\$8.66
Sherry Fandel	\$8.42
Virginia Watson	\$8.42
Kelly Lackore	\$8.05
Tracy Fisher	\$8.05
Beverly Malek	\$8.05
Joyce Lunning	\$8.05

CUSTODIAL AIDES

Wanda Powers	\$9.68
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DRIVERS

Lynn Keraus	\$60.57/DAY
David Halverson	\$55.50/DAY
Jack Powers	\$51.26/DAY
Randy Nedved	\$50.14/DAY
Susan Babcock	\$50.14/DAY
Arleen Anderson	\$50.14/DAY

SHUTTLE DRIVER

Halverson/Powers	\$9.64/hour
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CUSTODIANS

William Adams	\$14.69		
Neal Haugland	\$13.68		
Bernard Nedved	\$13.68		
Randy Formanek	\$12.12		
Marvin Malek	\$10.40	night wages	\$10.63 day wages
Roger Haxton	\$10.40	night wages	\$10.63 day wages